

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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In re:	:	Chapter 11
	:	
CROSS MEDIA MARKETING	:	Case No. 03-13901 (BRL)
CORPORATION, <i>et al.</i>	:	
	:	(Jointly Administered)
Debtors.	:	
	:	
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JOSEPH MYERS, Unsecured Trust	:	
Administrator of CROSS MEDIA	:	
MARKETING CORPORATION, <i>et al.</i> ,	:	
	:	
Plaintiff,	:	
	:	Adv. Pro. No. 05-02216 (BRL)
v.	:	
	:	
ANTHONY PIRONTI, <i>et al.</i> ,	:	
	:	
Defendants.	:	
	:	
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STIPULATION AND ORDER

WHEREAS, Joseph Myers, Unsecured Trust Administrator of Cross Media Marketing Corporation, *et al.*, (“Plaintiff” or “Trust Administrator”), Richard Levinson (“Levinson”) and The HYAID Group, Inc., a/k/a H.Y. Applied Inter-Data Services, Inc., together with any parents, subsidiaries and affiliates (“HYAID,” and, collectively with Levinson, “Defendants”) now wish to settle all disputes between them and dismiss the above-captioned adversary proceeding upon the following terms and conditions:

IT IS HEREBY STIPULATED AND AGREED between the parties and ORDERED by the Court, as follows:

1. The Debtors, their estates, the Trust Administrator and any other person or party who may assert any rights on behalf of the Debtors or their estates, hereby forever withdraw, release, discharge, waive and promptly dismiss, with prejudice, any and all claims, any and all

manner of actions and causes of action, suits, debts, sums of money, accounts, reckonings, bonds, bills, covenants, contracts, controversies, agreements, promises, variances, trespasses, judgments, executions, claims and demands whatsoever in law or in equity, and any other obligation of any kind or nature, including all claims against the Defendants and each of Defendants' affiliates, heirs, executors, attorneys and present or former direct or indirect shareholders, assigns, administrators and successors in interest, whether known, unknown, or hereafter becoming known, or by reason of any matter.

2. HYAID's claim against the Debtors, proof of claim number 137, originally in the amount of one million five hundred eleven thousand eight hundred sixty six and 08/100 dollars (\$1,511,866.08), is hereby reduced and allowed as a non priority unsecured claim in the amount of fifty-thousand dollars (\$50,000.00) ("Claim 137"). The Trust Administrator, for and on behalf of himself and the Debtors and their estates, and any other person or party who may assert any rights on behalf of the Debtors or their estates hereby expressly waive all defenses to Claim 137. With the sole exception of Claim 137, Defendants and any other entity, person or party who may assert any rights on behalf of the Defendants, hereby forever withdraw, release, discharge, waive and promptly dismiss, with prejudice, any and all other claims, any and all other manners of actions and causes of action, suits, debts, sums of money, accounts, reckonings, bonds, bills, covenants, contracts, controversies, agreements, promises, variances, trespasses, judgments, executions, claims and demands whatsoever in law or in equity, and any other obligation of any kind or nature, including any and all other claims against the Debtors, the estate, the Trust Administrator and each of their assigns, administrators and successors in interest, whether known, unknown, or hereafter becoming known, or by reason of any matter.

4. Defendants hereby agree that upon execution of this Stipulation, they shall not file any additional proofs of claim and waive any and all proofs of claim they may file in the future

against the Debtors and their estates and the Trust Administrator in connection with any claim arising prior to the date hereof and any such claim filed in the future shall be deemed a nullity.

5. This Stipulation is a settlement and compromise of disputed claims and is not (and is not to be construed as) an admission of any liability by Defendants and/or the Debtors, their Estates and the Trust Administrator, all of which liability is denied. This Stipulation is intended to fully resolve and settle all claims which exist, whether known or unknown at this time, which could have been asserted by the Trust Administrator against the Defendants or by the Defendants against the Debtors, their Estates and the Trust Administrator through the date hereof.

6. This Adversary Proceeding shall be dismissed with prejudice as to each of the Defendants, with each party to bear its own attorneys' fees and costs.

7. This Court shall retain jurisdiction over the terms and conditions of this Stipulation.

8. This Stipulation cannot be amended, modified or superseded except upon written consent of the Parties.

9. This Stipulation may be signed in counterparts, with each part being deemed a part of the original document. This Stipulation may be signed by facsimile transmission which signatures shall be treated as original signatures.

Dated: New York, New York
November 14, 2006

ARENT FOX PLLC
Attorneys for Joseph Myers, Unsecured Trust
Administrator of Cross Media Marketing
Corporation, *et al.*

By: /s/ Schuyler G. Carroll
Andrew I. Silfen (AS-1264)
Schuyler G. Carroll (SC-1234)
1675 Broadway
New York, New York 10019
(212) 484-3900

Dated: New York, New York
September 26, 2006

The HYAID Group, Inc., a/k/a H.Y. Applied
Inter-Data Services, Inc.

By: /s/ Richard Levinson
Name: Richard Levinson
Title: President

Dated: New York, New York
September 26, 2006

Richard Levinson

/s/ Richard Levinson
Richard Levinson

SO ORDERED:

DATED: New York, New York
November 27, 2006

/s/Burton R. Lifland
UNITED STATES BANKRUPTCY JUDGE